



OFFICIAL RESPONSES TO VENDOR QUESTIONS
RFP-2021-DEHS-09-PATER

No.	Question	Answer
1.	Section 3, Statement of Work, Subsection 3.1 Scope of Services Subparagraph 3.1.1.2 This is an antiquated system for which the reagents are no longer commercially available. Given this scenario will the agency consider removing this requirement or at least making it an "optional" technology.	This can be optional.
2.	Section 3, Statement of Work, Subsection 3.1 Scope of Services, Subparagraph 3.1.16 This project will have an eight (8) year duration assuming the awarded service provider is under Contract for the initial contract term and all of the possible one (1) renewals. We take this requirement to mean that samples collected in the first year of the Contract will be discarded before the Contract has ended. (a) Is this understood and acceptable to the	A. Yes. B. No. The cost for incomplete cases is borne by the selected vendor.



New Hampshire Department of Health and Human Services
Paternity Testing

No.	Question	Answer
	agency? (b) Since only complete cases are billable according the specification 4.3.2, how is the service provider supposed to recoup the cost of collection, shipping, storage, etc. of samples associated with partial cases? Can the Vendor bill for the parties whose specimens are collected and tested but not used in a paternity test, for example, the mother and child show up for collection, but the alleged father never appears. The Vendor should be able to bill for the mother and child's specimens.	
3.	Section 3, Statement of Work, Subsection 3.2 Testing Times and Locations In Section 3.2.1, the requirement reads that the selected Vendor must conduct testing, at a minimum, during normal business hours of 8:30-5:00 Monday through Friday, excluding holidays. Is this requirement referring to the testing laboratory?	No. This refers to the collection of samples. Analysis is separate.
4.	Section 3, Statement of Work, Subsection 3.3 Supplies, Subparagraph 3.3.1.5	No.



New Hampshire Department of Health and Human Services

Paternity Testing

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	Section 3.3.1.5. On page, 9 lists thumb printing supplies as a required item. Given that, thumbprints are not required by AABB and there is an effort to limit physical interaction during a pandemic can this requirement, be removed?	
5.	Section 3, Statement of Work, Subsection 3.4 Scheduling, Subparagraph 3.4.2 Will the agency consider an alternative notification process and timeline that is already in place? The vendor's current website provides real time notification of parties appearing for collection, is that appropriate for notification of attendance/non-attendance?	Real time notification is acceptable
6.	Section 3, Statement of Work, Subsection 3.5 Criminal Background Checks and Disclosure Will it be equally acceptable to the agency if the proposer conducts its own pre-employment background checks?	Yes, as long as it complies with State of New Hampshire DHHS Confidentiality Policy.



New Hampshire Department of Health and Human Services

Paternity Testing

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7.	<p>Section 3, Statement of Work, Subsection 3.5, Criminal Background Checks and Disclosure, Subparagraph 3.5.2</p> <p>Does Section 3.5.2 refer only to employees working directly on the Contract? The company has over 60,000 employees and this would be a hardship to have all employees sign this document. Additionally the majority of the employees who conduct the testing do not live in New Hampshire, so we request his requirement removed.</p>	<p>This only applies to employees who work directly on the contract for the State of NH.</p>
8.	<p>Section 3, Statement of Work, Subsection 3.9 Quality Control and Performance Monitoring, Subparagraph 3.9.2.5.</p> <p>An average probability of paternity of 99.99%. 99.99% will provide a combined paternity index (CPI) of 10,000 to 1. The AABB requires 99% which is a significantly lower that the specified CPI. Given this scenario will the agency consider changing the requirement in Section 3.9.2.5 on page</p>	<p>99% is acceptable.</p>



New Hampshire Department of Health and Human Services
Paternity Testing

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	11 for the majority of cases to have a CPI of 10,000 to 1?	
9.	Section 3, Statement of Work, Subsection 3.11, Compliance, Subparagraph 3.11.6 Audit Requirements, paragraph 3.11.6.1.3 As a publically traded Company, will a copy of an annual report as filed with the SEC be acceptable?	Yes.
10.	Section 3, Statement of Work, Subsection 3.11, Compliance, Subparagraph 3.11.2 (a) Can the agency provide a list and explanation or description of those requirements? (b) Will the agency certify that the list provided is fixed and will all cover all years of the initial term of the Contract and renewals? (c) The Vendor has its own information security and privacy requirements, will the State consider adding to this Section "to the extent that it doesn't conflict with the Vendor's policy."	A) Please refer to Exhibit K and State of New Hampshire DHHS Confidentiality Policy. B) Per Exhibit K, it is the contractor's responsibility to ensure systems, policies and processes meet current industry standards and comply with federal and state law. C) No
11.	Section 4, Finance, Subsection 4.1 Financial Standards	No.



New Hampshire Department of Health and Human Services

Paternity Testing

No.	Question	Answer
	<p>This scenario raises the cost of testing because it compels the service provider to increase testing fees on samples associated with completed cases to cover the costs they are not otherwise allowed to bill for on partial cases. To help mitigate this issue and to help foster a pricing scenario where the State is paying for the services they require will the agency allow samples associated with partial case to be billed after 90 days? This will also address some of the issue outlined in the prior question.</p>	
12.	<p>Section 7 Proposal Outline and Requirements, Section 7.2., Outline and Detail, Subparagraph 7.2.5. Proposer Narrative, Project Approach, and Technical Response Paragraph 7.2.5.1.</p> <p>Section 7.2.5.1 states: The Proposer must address every Section of Section 3, Statement of Work. The SOW contains many requirements but also has a number of questions inserted after some requirements. Are we correct in our understanding that a responsive proposal is one that addresses all of the</p>	Yes



New Hampshire Department of Health and Human Services
Paternity Testing

No.	Question	Answer
	specifications in the SOW and each of these questions, or if not please clarify.	
13.	Section 7 Proposal Outline and Requirements, Section 7.2., Outline and Detail, Subparagraph 7.2.8. Proposer References, Paragraph 7.2.8.2. Section 7.2.8.2 reference the "quality" of work. While our testing meets or exceeds accreditation standards, is it possible the agency is interested in the "quantity" of work performed for each reference listed?	No. This is looking to have each reference attest to the standards of the work performed.
14.	Section 8. Mandatory Business Specifications, Subsection 8.1., Contract Terms, Conditions and Liquidated Damages, Forms, Subparagraphs 8.1.2.2, 8.1.2.4 and 8.1.2.4. Will the agency waive these Sections?	No.
15.	Appendix A Appendix A seem to be labeled "Not for Return" yet these pages are standard forms we are required to complete and return. Many we consider this wording not applicable.	This is contract language and will be completed upon award of the final contract.



New Hampshire Department of Health and Human Services

Paternity Testing

No.	Question	Answer
16.	Appendix D Appendix D states All-inclusive DNA Probes, which include but are not limited to: followed by requirements a - e. Given that "DNA probes" is considered to be related to RFP testing will the agency consider changing this requirement to read: All-inclusive DNA testing, which include but are not limited to: followed by the same requirements a - e?	This appendix is looking for the complete cost per test in the vendor's chosen method of testing.

Questions Related to Appendix A, DHHS Standard Exhibits

No.	Question	Answer
1.	P-37, General Provision, Section 7.2 Will the agency consider the following changes? 7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not knowingly solicit hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a	



New Hampshire Department of Health and Human Services

Paternity Testing

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	combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.	
2.	Section 10.2 on page 3 of 4 states: All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason. This Offer has embedded copies of data as part of its normal backup procedures that cannot be returned. Is this acceptable?	Please refer to Exhibit K, If it is infeasible to return or destroy the Confidential Data, protections pursuant to this Information Security Requirements Exhibit survive this contract.
3.	Exhibit I, Health Insurance Portability and Accountability Act Business associate Agreement	Due to the nature of the services requested, the Department will not require any terms of the Exhibit I, this Exhibit will be allocated as “not applicable” in final contract.
4.	Regarding Appendix A Exhibit K Definitions Section 6 on page 24 will the agency consider the following changes? "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its	DHHS will revise to: "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware,



New Hampshire Department of Health and Human Services

Paternity Testing

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	data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.	firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction. The term "Incident" includes the term "computer security incident" as defined herein. "Computer Security Incident" shall mean "Computer Security Incident" as described in Section 2.1 of NIST Publication 800-61 Rev. 2 (or later) , Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
5.	Regarding Appendix A Exhibit K Retention and Disposition of Identifiable Records page 27, will the agency consider the following change? The Contractor will only retain the data and any derivative of the data for the duration of this Contract and as required by applicable law . After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:	DHHS will revise to: The Contractor will only retain the Confidential Data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the Confidential Data in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. If it is infeasible to return or destroy the Confidential Data, protections pursuant to this Information Security Requirements Exhibit survive this contract.
6.	Regarding Appendix A Exhibit K Retention and Disposition of Identifiable Records Section 5 page 27 as no agency data will be stored in the cloud will the agency consider the following change?	Then this section is not applicable. Language will remain as is.



New Hampshire Department of Health and Human Services

Paternity Testing

No.	Question	Answer
	The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently supported and hardened operating systems, the latest anti-viral, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.	
7.	Regarding Appendix A Exhibit K Retention and Disposition of Identifiable Records Section 6 page 28, will the agency consider the following change? 1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for	No.



New Hampshire Department of Health and Human Services

Paternity Testing

No.	Question	Answer
	<p>example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.</p> <p>2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.</p> <p>3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.</p> <p>4. Notwithstanding the foregoing, Contractor may retain one copy of the Confidential Information for archive purposes, and shall not be required to destroy or delete copies that have become embedded in its electronic storage systems through routine backup processes.</p>	



New Hampshire Department of Health and Human Services

Paternity Testing

No.	Question	Answer
8.	Regarding Appendix A Exhibit K Procedures for Security Section 8 age 29, will the agency remove the follow? If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.	No.
9.	Regarding Appendix A Exhibit K Procedures for Security Section 13 page 30 will the agency consider the following changes? Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements recognized by applicable industry standards established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.	DHHS will revise to: Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements that is set forth in the principles of NIST 800-53 (Rev.4 or later).



New Hampshire Department of Health and Human Services

Paternity Testing

No.	Question	Answer
10.	Regarding Appendix A Exhibit K Procedures for Security Section 14 page 30 will the agency consider the following changes? Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach within 48 hours immediately , at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach, which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.	<p>No. For the Department's regulatory compliance the wording must remain as is. DHHS will revise to the following:</p> <p>A. The Contractor must notify NHDHHS Information Security via the email address provided in this Exhibit, of any known or suspected Incidents or Breaches immediately after the Contractor has determined that the aforementioned has occurred and that Confidential Data may have been exposed or compromised.</p> <p>Parties acknowledge and agree that unless notice to the contrary is provided by Department in its sole discretion to Contractor, this Section V.1 constitutes notice by Contractor to Department of the ongoing existence and occurrence or attempts of Unsuccessful Security Incidents for which no additional notice to Department shall be required. "Unsuccessful Security Incidents" means, without limitation, pings and other broadcast attacks on Contractor's firewalls, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI.</p>
11.	Regarding Appendix A Exhibit K Procedures for Security Section 16 page 30-31 will the agency consider the following changes? The Contractor must ensure that all End Users: a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure. b. safeguard this information at all times. c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are	No.



New Hampshire Department of Health and Human Services

Paternity Testing

No.	Question	Answer
	<p>encrypted and password-protected, to the extent technically and commercially feasible.</p> <p>d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.</p> <p>e. limit disclosure of the Confidential Information to the extent permitted by law.</p> <p>f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).</p> <p>g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in Section IV above to the extent technically and commercially feasible.</p> <p>h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.</p> <p>i. understand that their user credentials (user name and password) must not be shared with</p>	



New Hampshire Department of Health and Human Services

Paternity Testing

No.	Question	Answer
	anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.	
12.	Regarding Appendix A Exhibit K Procedures for Security page 31 will the agency consider the following changes? Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct books and records onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.	No. Should a security incident occur the Department must reserve the right to onsite inspection to monitor compliance.
13.	Regarding Appendix A Exhibit K Loss Reporting page 31-32, will the agency consider the following changes? The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI. The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and	No. For the Department's federal compliance, this wording must remain as is.



New Hampshire Department of Health and Human Services

Paternity Testing

No.	Question	Answer
	notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will: 1. Identify Incidents; 2. Determine if personally identifiable information is involved in Incidents; 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37; 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and 5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.	
14.	Regarding Appendix A Exhibit K Methods of Secure Transmission of Data Section 1 page 26. Will the agency consider the following change? Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet to the extent technically or commercially feasible.	No.



New Hampshire Department of Health and Human Services

Paternity Testing

No.	Question	Answer
15.	Section be removed from Exhibit K, as the Vendor doesn't allow for external customers to conduct external surveys as our system is proprietary and we have our own IT Security Policies: Regarding Appendix A Exhibit K Procedures for Security Section 9 page 29. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be	DHHS will revise to: The Contractor will work with the Department to complete a NIST Risk Assessment. The purpose of the Risk Assessment is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The Risk Assessment will be completed annually, or an alternate period at the Departments discretion with agreement by the Contractor, or the Department may request the Risk Assessment be completed when the scope of the engagement between the Department and the Contractor changes.
16.		